

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF PENNSYLVANIA**

In re:

Heather Rene White  
**Debtor 1**

**Chapter 13**

**Case No.** 1:23-BK-02554-HWV

**Matter:** Motion to Modify Confirmed Plan

**DEBTOR(S)' MOTION TO MODIFY CONFIRMED PLAN**

AND NOW, come the Debtor(s), Heather Rene White, through their attorney, Paul D. Murphy-Ahles, Esquire and DETHLEFS PYKOSH & MURPHY, who files the within Debtor(s)' Motion to Modify Confirmed Plan and aver as follows:

1. Debtor(s) filed a Chapter 13 Bankruptcy Petition and Plan on or about November 7, 2023. The purpose of the Bankruptcy was to pay Debtor(s)' unsecured creditors and arrears to secured creditors.
2. The First Amended Chapter 13 Plan was confirmed by Order of April 3, 2024.
3. Since confirmation of the First Amended Plan, Debtor(s) fell behind on their mortgage payments to MidFirst Bank and MidFirst Bank subsequently filed a Motion for Relief from Automatic Stay ("Motion").
4. To settle the Motion, Debtor(s) and MidFirst Bank entered into a Stipulation putting the post-petition arrears owed in the Plan.
5. To comply with the Stipulation, Debtor(s) file the instant Second Amended Plan.
6. The Second Amended Plan proposes to keep Debtor(s)' plan payments to \$516.00 for the remaining months of the Plan to cure all post-petition arrears owed to MidFirst Bank.
7. In accordance with Local Rule 2016-2(f), the Second Amended Plan includes an additional \$600.00.00 in attorneys' fees to be paid through the Plan to Debtor(s)' counsel.

WHEREFORE, Debtor(s) respectfully request this Court grant Debtor(s)' Motion to Modify Confirmed Plan.

Respectfully submitted,  
**DETHLEFS PYKOSH & MURPHY**

Date: May 12, 2025

/s/ Paul D. Murphy-Ahles

Paul D. Murphy-Ahles, Esquire  
PA ID No. 201207  
2132 Market Street  
Camp Hill, PA 17011  
(717) 975-9446  
pmurphy@dplglaw.com  
*Attorney for Debtor(s)*

**LOCAL BANKRUPTCY FORM 3015-1**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

HEATHER RENE WHITE

CHAPTER 13

CASE NO. 1:23-BK-02554-HWV

☐ ORIGINAL PLAN  
2nd ☐ AMENDED PLAN (indicate 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup>, etc.)

0 number of Motions to Avoid Liens

0 number of Motions to Value Collateral

**CHAPTER 13 PLAN**

**NOTICES**

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked or if neither box is checked, the provision will be ineffective if set out later in the plan.

1	The Plan contains nonstandard provisions, set out in §9, which are not included in the standard Plan as approved by the US Bankruptcy Court for the Middle District of Pennsylvania.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
2	The Plan contains a limit on the amount of a secured claim, set out in §2.E, which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
3	The Plan avoids a judicial lien or nonpossessory, nonpurchase-money security interest, set out in §2.G.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

**YOUR RIGHTS WILL BE AFFECTED**

READ THIS PLAN CAREFULLY. If you oppose any provision of this Plan, you must file a timely written objection. This Plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the Plan.

**1. PLAN FUNDING AND LENGTH OF PLAN**

**A. Plan Payments from Future Income**

1. To date, the Debtor paid \$9,050.08 (\$0 if no payments have been made to the Trustee to date). Debtor shall pay to the Trustee for the remaining term of the Plan the following payments. If applicable, in addition to monthly Plan payments, Debtor shall make conduit payments through the Trustee as set forth below. The total base Plan is \$18,854.08 plus other payments and property stated in §1B below:

Start mm/yyyy	End mm/yyyy	Plan Payment	Estimated Conduit Payment	Total Monthly Payment	Total Payment Over Plan Tier
05/2025	11/2026	\$516.00	\$0.00	\$516.00	\$9,804.00
				<b>Total Payments:</b>	\$18,854.08

2. If the Plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and any attorney for the Debtor, in writing, to adjust the conduit payment and the Plan funding. Debtor must pay all post-petition mortgage payments that have come due before the initiation of conduit mortgage payments.
3. Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the terms of the Plan.
4. CHECK ONE:
  - ☒ Debtor is at or under median income. *If this line is checked, the rest of §1.A.4 need not be completed or reproduced.*
  - ☐ Debtor is over median income. Debtor estimates that a minimum of \$0.00 must be paid to allowed unsecured creditors in order to comply with the Means Test.

**B. Additional Plan Funding from Liquidation of Assets/Other**

1. The Debtor estimates that the liquidation value of this estate is \$0.00. (Liquidation value is calculated as the value of all non-exempt assets after the deduction of valid liens and encumbrances is before the deduction of Trustee fees and priority claims.)

CHECK ONE:

- ☒ No assets will be liquidated. *If this line is checked, skip §1.B.2 and complete §1.B.3, if applicable.*
  - ☐ Certain assets will be liquidated as follows:
2. In addition to the above specified Plan payments, Debtor shall dedicate to the Plan proceeds in the estimated amount of \$0.00 from the sale of property known and designated as . All sales shall be completed by , 20 . If the property does not sell by the date specified, then the disposition of the property shall be as follows:
  3. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows:

**2. SECURED CLAIMS**

**A. Pre-Confirmation Distributions Check One**

- ☒ None. *If "None" is checked, the rest of §2.A need not be completed or reproduced.*
- ☐ Adequate protection and conduit payments in the following amounts will be paid by the Debtor to the Trustee. The Trustee will disburse these payments for which a Proof of Claim has been filed as soon as practicable after receipt of said payments from the Debtor.

Name of Creditor	Last Four Digits of Account Number	Estimated Monthly Payment

1. The Trustee will not make a partial payment. If the Debtor makes a partial Plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges.
2. If a mortgagee files a notice pursuant to Fed. R. Bankr. P. 3002.1(b), the change in the conduit payment to the Trustee will not require modification of this Plan.

**B. Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct Payments by Debtor Check One**

- ☐ None. If "None" is checked, the rest of §2.B need not be completed or reproduced.
- ☒ Payments will be made by the Debtor directly to the Creditor according to the original contract terms, and without modification of those terms unless otherwise agreed to by the contracting parties. All liens survive the Plan if not avoided or paid in full under the Plan.

Name of Creditor	Description of Collateral	Last Four Digits of Account Number
Midfirst Bank	15 Wesley Drive Carlisle, PA 17015	0894
US Department of Housing and Urban Development	15 Wesley Drive Carlisle, PA 17015	9734

**C. Arrears (Including, but not limited to, Claims Secured by Debtor's Principal Residence) Check One**

- ☒ None. If "None" is checked, the rest of §2.C need not be completed or reproduced.
- ☐ The Trustee shall distribute to each Creditor set forth below the amount of arrearages in the allowed claim. If post-petition arrears are not itemized in an allowed claim, they shall be paid in the amount stated below. Unless otherwise ordered, if relief from the automatic stay is granted as to any collateral listed in this section, all payments to the Creditor as to that collateral shall cease, and the claim will no longer be provided for under §1322(b)(5) of the Bankruptcy Code:

Name of Creditor	Description of Collateral	Estimated Pre-Petition Arrears to be Cured	Estimated Post-Petition Arrears to be Cured	Estimated Total to be Paid in Plan
Midfirst Bank.	15 Wesley Drive Carlisle, PA 17015	\$0.00	\$6,248.81	\$6,248.81

**D. Other Secured Claims (Conduit Payments and Claims for Which a §506 Valuation is Not Acceptable, etc.) Check One**

- ☒ None. If "None" is checked, the rest of §2.D need not be completed or reproduced.
- ☐ The claims below are secured claims for which a §506 valuation is not applicable, and can include: (1) claims that were either (a) incurred within 910 days of the petition dated and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor, or (b) incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value; (2) conduit payments; or (3) secured claims not provided for elsewhere.

1. The allowed secured claims listed below shall be paid in full and their liens retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law discharge under §1328 of the Code.
2. In addition to payments of the allowed secured claim, present value interest pursuant to 11 U.S.C §1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below, unless an objection is raised. If an objection is raised, then the Court will determine the present value interest rate and amount at the Confirmation Hearing.

3. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Principal Balance of Claim	Interest Rate	Total to be Paid in Plan

**E. Secured Claims for Which a §506 Valuation is Applicable** *Check One*

☒ None. If "None" is checked, the rest of §2.E need not be completed or reproduced.

☐ Claims listed in the subsection are debts secured by property not described in §2.D of this Plan. These claims will be paid in the Plan according to modified terms, and liens retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under §1328 of the Code. The excess of the Creditor's claim will be treated as an unsecured claim. Any claim listed as "\$0.00" or "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. The liens will be avoided or limited through the Plan or Debtor will file an adversary or other action (select method in last column). To the extent not already determined, the amount, extent or validity of the allowed secured claim for each claim listed below will be determined by the Court at the Confirmation Hearing. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Value of Collateral (Modified Principal)	Interest Rate	Total Payment	Plan, Adversary, or Other Action

**F. Surrender of Collateral** *Check One*

☒ None. If "None" is checked, the rest of §2.F need not be completed or reproduced.

☐ The Debtor elects to surrender to each Creditor listed below in the collateral that secures the Creditor's claim. The Debtor requests that upon confirmation of this Plan or upon approval of any modified plan, the stay under 11 U.S.C. §362(a) be terminated as to the collateral only and that the stay under §1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 4 below.

Name of Creditor	Description of Collateral to be Surrendered
Ally Financial	2022 Honda Odyssey

**G. Lien Avoidance** *Do not use for mortgages or for statutory liens, such as tax liens. Check One of the Following Lines*

☒ None. If "None" is checked, the rest of §2.B need not be completed or reproduced.

☐ The Debtor moves to void the following judicial and/or nonpossessory, nonpurchase money liens of the following creditors pursuant to §522(f) (this § should not be used for statutory or consensual liens such as mortgages).

Name of Lien Holder	
Lien Description for Judicial Liens, include court and docket number	
Description of Liened Property	
Liened Asset Value	
Sum of Senior Liens	
Exemption Claim	
Amount of Lien	
Amount Avoided	

### 3. PRIORITY CLAIMS

#### A. Administrative Claims

1. Trustee's Fees. Percentage fees payable to the Trustee will be paid at the rate fixed by the United States Trustee.
2. Attorney's Fees. *Complete Only One of the Following Options*
  - a. In addition to the retainer of \$368.00 already paid by the Debtor, the amount of \$4,732.00 in the Plan. This represents the unpaid balance of the presumptively reasonable fee specified in LBR 2016-2(c); or
  - b. \$0.00 per hour, with the hourly rate to be adjusted in accordance with the terms of the written fee agreement between Debtor and the Attorney. Payment of such lodestar compensation shall require a separate fee application with the compensation approved by the Court pursuant to LBR 2016-2(b).
3. Other. Other administrative claims not included in §§3.A.1 or 3.A.2 above. *Check One*
  - ☒ None. *If "None" is checked, the rest of §3.A.3 need not be completed or reproduced.*
  - ☐ The following administrative claims will be paid in full:

Name of Creditor	Estimated Total Payment

#### B. Priority Claims (including certain Domestic Support Obligations)

Allowed unsecured claims entitled to priority under §1322(a) will be paid in full unless modified under §9

Name of Creditor	Estimated Total Payment

**C. Domestic Support Obligations Assigned to or Owed to a Governmental Unit Under 11 U.S.C. §507(1)(a)(B) Check One**

☒ None. If "None" is checked, the rest of §3.C need not be completed or reproduced.

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim. This Plan provision requires that payments in §1.A be for a term of 60 months (see 11 U.S.C. §1322(a)(4)).

Name of Creditor	Estimated Total Payment

**4. UNSECURED CLAIM**

**A. Claims of Unsecured Nonpriority Creditors Specially Classified Check One**

☒ None. If "None" is checked, the rest of §4.A need not be completed or reproduced.

☐ To the extent that funds are available, the allowed amount of the following unsecured claims, such as co-signed unsecured debts, will be paid before other, unclassified, unsecured claims. The claim shall be paid interest at the rate stated below. If no rate is stated, the interest rate set forth in the Proof of Claim shall apply.

Name of Creditor	Reason for Special Classification	Estimated Amount of Claim	Interest Rate	Estimated Total Payment

**B. Remaining allowed unsecured claims will receive a pro-rata distribution of funds remaining after payment of other classes.**

**5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES Check One**

☒ None. If "None" is checked, the rest of §5 need not be completed or reproduced.

☐ The following contracts and leases are assumed (and arrears in the allowed claim to be cured in the Plan) or rejected:

Name of Other Party	Description of Contract or Lease	Monthly Payment	Interest Rate	Estimated Arrears	Total Plan Payment	Assume or Reject

**6. VESTING OF PROPERTY OF THE ESTATE**

**Property of the estate will vest in the Debtor upon: Check the Applicable Line**

☐ Plan Confirmation

☒ Entry of Discharge

☐ Closing of Case

## 7. DISCHARGE *Check One*

- ☒ The Debtor will seek a discharge pursuant to §1328(a).  
☐ The Debtor is not eligible for a discharge because the Debtor has previously received a discharge described in §1328(f).

## 8. ORDER OF DISTRIBUTION

If a pre-petition Creditor files a secured, priority or specifically classified claim after the bar date, the Trustee will treat the claim as allowed, subject to objection by the Debtor.

Payments from the Plan will be made by the Trustee in the following order:

Level 1: \_\_\_\_\_  
Level 2: \_\_\_\_\_  
Level 3: \_\_\_\_\_  
Level 4: \_\_\_\_\_  
Level 5: \_\_\_\_\_  
Level 6: \_\_\_\_\_  
Level 7: \_\_\_\_\_  
Level 8: \_\_\_\_\_

*If the above levels are filled in, the rest of §8 need not be completed or produced.* If the above levels are not filled-in, then the Order of Distribution of Plan payments will be determined by the Trustee using the following as a guide:

Level 1: adequate protection payments  
Level 2: Debtor's attorney's fees  
Level 3: Domestic Support Obligations  
Level 4: priority claims, pro rata  
Level 5: secured claims, pro rata  
Level 6: specifically classified unsecured claims  
Level 7: timely filed general unsecured claims  
Level 8: untimely filed general unsecured claims to which the Debtor has not objected

## 9. NONSTANDARD PLAN PROVISIONS

**Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the Plan is void. (NOTE: The Plan and any attachment must be filed as one document, not as a Plan and Exhibit.)**

05/06/2025  
Dated: \_\_\_\_\_

/s/ Paul D. Murphy-Ahles

\_\_\_\_\_  
Attorney for Debtor

/s/ Heather Rene White

\_\_\_\_\_  
Debtor 1

By filing this document, the Debtor, if not represented by an Attorney, or the Attorney for Debtor also certifies that this Plan contains no nonstandard provisions other than those set out in §9.



UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF PENNSYLVANIA

In re:

Heather Rene White  
**Debtor 1**

**Chapter 13**

**Case No.** 1:23-BK-02554-HWV

**Matter:** Motion to Modify Confirmed Plan

**NOTICE**

NOTICE OF OPPORTUNITY TO OBJECT AND HEARING: Pursuant to Local Rule 2002-1(a), the Court will consider this Motion without further notice of hearing unless a party in interest files an objection/response on or before **June 2, 2025**. If you object to the relief requested, you must file your objection/response with the Court of the Court and serve a copy of it on the Movant and Movant's Attorney.

If you file and serve an objection/response within the time permitted, the Court may schedule a hearing, and you will be notified. If you do not file an objection within the permitted time, the Court will deem the Motion unopposed and proceed to consider the Motion without further notice or hearing and the Court may grant the relief requested.

Date: May 12, 2025

Paul D. Murphy-Ahles, Esquire  
PA ID No. 201207  
DETHLEFS PYKOSH & MURPHY  
2132 Market Street  
Camp Hill, PA 17011  
(717) 975-9446  
pmurphy@dplglaw.com  
*Attorney for Debtor(s)*

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF PENNSYLVANIA**

In re:

Heather Rene White  
**Debtor 1**

**Chapter 13**

**Case No.** 1:23-BK-02554-HWV

**Matter:** Motion to Modify Confirmed Plan

**ORDER OF COURT**

UPON CONSIDERATION of Debtor(s)' Motion to Modify Confirmed Plan, and satisfactory grounds having been stated and without objection, it IS HEREBY ORDERED that Debtor(s)' Motion to Modify Confirmed Plan is APPROVED, and Debtor(s)' Plan is hereby MODIFIED consistent with the terms of the Second Amended Chapter 13 Plan. The Second Amended Chapter 13 Plan replaces and supersedes the "First Amended Chapter 13 Plan" as confirmed on April 3, 2024.

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF PENNSYLVANIA

In re:

Heather Rene White  
**Debtor 1**

**Chapter 13**

**Case No.** 1:23-BK-02554-HWV

**Matter:** Motion to Modify Confirmed Plan

**CERTIFICATE OF SERVICE**

I hereby certify that on Monday, May 12, 2025, I served a true and correct copy of **Debtor(s)' Motion to Modify Confirmed Plan, Second Amended Plan, Notice of Opportunity to Objection and Hearing Date, and proposed Order** in this proceeding via electronic means or USPS First Class Mail upon the recipients as listed in the Mailing Matrix.

/s/ Kathryn S. Greene

Kathryn S. Greene, M-Jur., RP®, Pa.C.P.  
Paralegal for Paul D. Murphy-Ahles, Esquire

Label Matrix for local noticing  
0314-1  
Case 1:23-bk-02554-HWV  
Middle District of Pennsylvania  
Harrisburg  
Mon May 12 15:30:01 EDT 2025

U.S. Bankruptcy Court  
Sylvia H. Rambo US Courthouse  
1501 N. 6th Street  
Harrisburg, PA 17102-1104

Ally Financial  
AIS Portfolio Services, LLC  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

Capital One Bank / Kohl's  
N56 West 17000 Ridgewood Drive  
Menomonee Falls, WI 53051

Commercial Acceptance Company  
2300 Gettysburg Road, Suite 102  
Camp Hill, PA 17011-7303

Fox Harrisburg - PA  
5020 Ritter Road, Suite 203  
Mechanicsburg, PA 17055-4837

Midland Mortgage Co.  
PO Box 26518  
Oklahoma City, OK 73126-0648

Seventh Avenue  
1112 7th Avenue  
PO Box 2845  
Monroe, WI 53566-8045

(p)US DEPARTMENT OF HOUSING & URBAN DEVELOPEME  
ATTN OFFICE OF REGIONAL COUNSEL  
801 MARKET STREET 12TH FLOOR  
PHILADELPHIA PA 19107-3126

(p)JACK N ZAHAROPOULOS  
ATTN CHAPTER 13 TRUSTEE  
8125 ADAMS DRIVE SUITE A  
HUMMELSTOWN PA 17036-8625

Ally Bank, c/o AIS Portfolio Services, LLC  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

Advanced Call Center Technologies  
PO Box 9091  
Johnson City, TN 37615-9091

Ally Financial, Inc.  
Ally Detroit Center  
500 Woodward Avenue  
Detroit, MI 48226-3416

Capital One Bank USA, NA  
PO Box 80285  
Salt Lake City, UT 84130-0285

Crosscare Medical  
PO Box 748850  
Los Angeles, CA 90074-8850

Hayt, Hayt & Landau, LLC  
Two Industrial Way West  
Eatontown, NJ 07724-2279

OneMain Financial Group, LLC  
601 NW 2nd Street  
PO Box 3251  
Evansville, IN 47731-3251

TD Bank USA / Target Card  
PO Box 673  
Minneapolis, MN 55440-0673

United States Trustee  
US Courthouse  
1501 N. 6th St  
Harrisburg, PA 17102-1104

Paul Donald Murphy-Ahles  
Dethlefs Pykosh & Murphy  
2132 Market Street  
Camp Hill, PA 17011-4706

Ally Financial, c/o AIS Portfolio Services,  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

Ally Bank  
AIS Portfolio Services, LLC  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

Arcadia Recovery Bureau  
645 Penn Street, 4th Floor  
Reading, PA 19601-3559

Capital One N.A.  
by American InfoSource as agent  
PO Box 71083  
Charlotte, NC 28272-1083

Fortiva  
PO Box 105555  
Atlanta, GA 30348-5555

MIDFIRST BANK  
999 Northwest Grand Boulevard  
Oklahoma City, OK 73118-6651

Orthopedic Institute of PA  
3399 Trindle Road  
Camp Hill, PA 17011-2286

(p)TD BANK USA N A  
ATTN C/O WEINSTEIN & RILEY P S  
1415 WESTERN AVE  
SUITE #700  
SEATTLE WA 98101-2051

Heather Rene White  
15 Wesley Drive  
Carlisle, PA 17015-4377

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

TD Bank USA, N.A.  
C/O Weinstein & Riley, P.S.  
1415 WESTERN AVE, SUITE 700  
SEATTLE, WA 98101

U.S. Department of Housing and Urban Develop  
801 Market Street  
Philadelphia, PA 19107

Jack N Zaharopoulos  
Standing Chapter 13  
(Trustee)  
8125 Adams Drive, Suite A  
Hummelstown, PA 17036

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)MIDFIRST BANK

(d)Ally Bank c/o AIS Portfolio Services, LLC  
4515 N. Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

End of Label Matrix	
Mailable recipients	28
Bypassed recipients	2
Total	30

